

November 4, 2019 7:00 pm

**JONES COUNTY BOARD OF COMMISSIONERS**

**REGULAR MEETING**

**JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET**

**TRENTON, NC 28585**

**MINUTES**

**COMMISSIONERS PRESENT:**

Mike Haddock, Chairman  
Frank Emory, Vice-Chairman  
Sondra Ipock-Riggs, Commissioner  
James Harper, Commissioner  
April Aycock, Commissioner  
Charlie Dunn, Jr., Commissioner

**OFFICIALS PRESENT:**

Franky J. Howard, County Manager  
Brenda Reece, Finance Officer  
Angelica Hall, Clerk  
Aaron Arnette, County Attorney  
Timmy Pike, EM Director  
Ryan Mills, EM Coordinator

**COMMISSIONERS ABSENT:** Charlie Gray

The Chairperson called the meeting to order and Commissioner Frank Emory gave the invocation.

**MOTION** was made by Commissioner Frank Emory, seconded by Commissioner James Harper and unanimously carried **THAT** the agenda be **APPROVED** as presented.

**MOTION** made by Commissioner Sondra Ipock-Riggs seconded by Commissioner Charlie Dunn Jr. and unanimously carried **THAT** the minutes for the Work Session Minutes on October 14, 2019 and the Regular Meeting Minutes on October 21, 2019 be **APPROVED** with the following correction: Work Session Minutes for October 14, 2019 has Commissioner James Harper Absent and needs to be corrected to reflect Commissioner James Harper was Present for the meeting.

**PUBLIC COMMENT PERIOD:**

None

**1. CONTRACT REVIEW AND APPROVAL- DEBRIS TECH, DEBRIS MONITORING COMPANY**

Mrs. Ryan Mills, EM Coordinator, presented the Board with the Debris Tech contract for review and approval. The bid for Debris Tech was approved earlier in the year and this is the contract for the monitoring. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner James Harper, and unanimously carried **THAT** the contract be **APPROVED** as presented. A copy of the contract is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

## **2. HMGP (FLORENCE EXPEDITED BUYOUTS)- ADMIN SERVICES RECOMMENDATION**

Mrs. Ryan Mills, EM Coordinator, presented the Board with a resolution recommending Holland Consulting Planners to administer the HMGP- Florence expedited buyouts. Holland Consultants are working on the CDBG-NR and DRA funds and the recommendation is to ensure all programs are working in sync with the recovery operations. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner April Aycock, and unanimously carried **THAT** the resolution be **APPROVED** as presented. A copy of the resolution is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

## **3. DRA FUNDS-CAPITAL REQUEST-TEMP TRAVEL TRAILERS**

Mrs. Ryan Miles, EM Coordinator, presented the Board with a request to purchase 10 FEMA Travel Trailers at the cost of \$5,000.00 each. Jones County received a grant award in the amount of \$1,100,000.00 through the Disaster Recovery act to be used for rebuilding/reconstruction of homes that have been affected by Hurricane Florence. \$100,000.00 of which is to be utilized in purchasing temporary housing to residents when their homes are being rebuilt/reconstructed, or when staff deems that housing is needed. **MOTION** made by Commissioner James Harper, seconded by Commissioner April Aycock, and unanimously carried **THAT** the capital request be **APPROVED** as presented. A copy of the resolution is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

## **4. DISASTER RECOVERY GRANT AGREEMENT- COURTHOUSE FUNDS**

Mr. Franky Howard, County Manager, presented the Board with the contract and agreements for the \$500,000.00 in courthouse renovations funds that were allocated by the State Legislature. Mr. Howard informed the Board that the first project would be to get formal bids on the HVAC upgrades and the generator replacement. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the Disaster Recovery Grant Agreement be **APPROVED** as presented. A copy of the Agreement is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

## **5. FEMA DESIGNATION OF APPLICANT HURRICANE DORIAN CLAIMS**

Mr. Franky Howard, County Manager, presented the Board with the designation of applicant agents form for approval. This form is a required FEMA form to begin the request to cover the County expenses related to Hurricane Dorian. **MOTION** made by Commissioner April Aycock, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the FEMA Designation of Applicant form be **APPROVED** as presented. A copy of the form is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

## **6. LANGUAGE ACCESS PLAN FOR USDA**

Mr. Franky Howard, County Manager, presented the Board with an updated Language Access Plan that is required for Federal Grants. **MOTION** made by Commissioner April Aycock, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the Language Access Plan be **APPROVED** as presented. A copy of the plan is marked **EXHIBIT F** and is hereby incorporated and made a part of the minutes.

## **7. RECREATION COMMITTEE**

Mr. Franky Howard, County Manager, presented the Board with a list of names that Mr. Eldgride Paige, Recreation Coordinator, developed as potential members of the Recreation Advisory Board. Mr. Howard explained that the goal is to have representation from across the county. The Board reviewed the list and requested the item be tabled until more information is received. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner April Aycock, and unanimously carried **THAT** this item be tabled until the next Board meeting.

## **8. BUDGET AMENDMENT #10- #11**

Mrs. Brenda Reece, Finance Officer, presented the Board with Budget Amendments #10-#11 for approval. Mrs. Reece explained that Budget Amendment #10, is adding the additional revenue and expenses to the budget for the DRA Florence Grant in the amount of \$1,100,000.00 that will be used to assist in Housing Repairs with the County. The funds that will be received from the State in the amount of \$500,000.00 to be used for Courthouse repairs is also added. Mrs. Reece explained that Budget Amendment #11 is to increase the Other Services program for the Health Department to allow them the funds to perform physical assessments and drug screens on Reserve Officers of the Jones County Sheriff's Office, as well as drug screens for other County employees. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Frank Emory, and unanimously carried **THAT** Budget Amendment #10 and #11 be **APPROVED** as presented. A copy of the amendments is marked **EXHIBIT G** and is hereby incorporated and made a part of the minutes.

## **COUNTY MANAGER'S REPORT**

- Hwy 17 Bypass Ribbon Cutting, November 14, 2019 at 11 am
- Water Project- Rebid open, November 20, 2019 at 2 pm
- Monday, November 11, 2019- County Office Closed for Holiday
- Tuesday, November 12, 2019- Board Workshop at 7 pm
- Heritage Festival- November 8th and 9th

## **COMMISSIONER'S REPORTS**

*Commissioner James Harper* requested all efforts be made to have representation from Comfort on the Rec Committee. Commissioner Harper also requested that when grants are being executed that they see how they are being applied and whoever is responsible needs to come and present the information to the Board and the public.

*Commissioner Frank Emory* requested there be communication from Economic Developer and Rec. Coordinator along with the other county departments.

*Commissioner Sondra Ipock-Riggs* requested that someone research how to get the ditches cleaned out in the Long Point Area. Commissioner Ipock-Riggs also expressed her concern, as before, about White Oak River Road and the DOT not doing the work they said they would do and requested that a letter be written from the Commissioners to address this issue. Commissioner Riggs also requested someone find out why there is a smell in the basement of the courthouse.

*Commissioner Charlie Dunn Jr.* requested an update on the \$750,000.00 awards letter and a timeline on the progress.


*Commissioner April Aycock* also agreed that the smell in the courthouse basement needed to be researched and a letter needs to go out with the concerns about White Oak River Road. Commissioner Aycock expressed her concerns about several roads in the county that needed to be addressed and stated that they need to make a trip to Raleigh to get the answers.

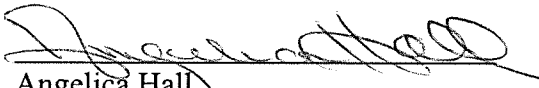
## **PUBLIC COMMENT**

Nicole Jenkins expressed her concerns about the turning lane not being extended to the front of the new school.

Dr. Norma Boyd suggested to the Board that when they prepare the letter to the DOT they need to list all the issues in one packet by priority. Also, list the kind of things that need to be looked at and tell them what has not been done and explain that it is due to the cut in the budget. Then request a special allocation and send a letter to the Governor and Senator Harry Brown. Dr. Boyd also expressed the crisis in Pollocksville and the urgency to have the Trent River cleaned from the beginning to end. Dr. Boyd wanted included in the letter to the DOT, the issue with the abandoned houses and buildings that were left after the State DOT purchased the property. Dr. Boyd expressed that it makes the citizens look as if they don't care about the county. Dr. Boyd also suggested the Board pass some type of legislation to get rid of the old unoccupied homes in the towns.

**MOTION** made by Commissioner James Harper, seconded by Commissioner Frank Emory and unanimously carried **THAT** the meeting be **ADJOURNED** at 8:00 p.m.

  
\_\_\_\_\_  
Mike Haddock  
Chairman

  
\_\_\_\_\_  
Angelica Hall  
Clerk to the Board

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into effective as of the 4<sup>th</sup> day of November, 2019 (the "Effective Date"), by and between Jones County (the "County") and Debris Tech, a Limited Liability Company organized under the laws of the State of Mississippi (the "Contractor").

**RECITALS**

WHEREAS, the County solicited proposals from various contractors and awarded the contract to Contractor based on Contractor's response to the County's Request for Proposals ("RFP"), such RFP and Contractor response are attached hereto as Exhibit C, which is incorporated by reference as if fully stated herein.

WHEREAS, the County desires to engage Contractor to perform certain services, and Contractor desires to perform such services, all on the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the County to perform the services described in Exhibit A attached hereto (collectively, the "Contractor Services").

2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers' compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the County and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

3. No Exclusive Duty. The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the County and Contractor may have other business interests and may engage in other activities in addition to those relating to the County.

4. Term. The term of this Agreement shall commence on the Effective Date and terminate on November 4, 2022, subject to the provisions of Paragraphs 5 and 6 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for up to two (2) additional one (1) year periods upon mutual written agreement of Contractor and the County.

5. Termination. Either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party, if such other party breaches any of the material terms of this Agreement or fails to perform or observe any of its material obligations hereunder, and such breach or failure is not cured within a period of ten (10) days after the receipt by such party of written notice of such breach or failure specifying the nature of the breach or failure. The County or Contractor may terminate this Agreement without cause and at any time for any reason without any further obligation to the other party by providing the other party with thirty (30) days written notice. In the event of termination in accordance with this Paragraph, the County shall pay Contractor for services rendered (as set forth in Paragraph 6 of this Agreement) through the effective termination date and the County shall be liable for the same until such amounts are fully and finally settled. County may terminate performance of work under this Agreement in whole or in part for convenience if the County determines that a termination is in the County's interest.

6. Compensation. The County will pay Contractor pursuant to the payment schedule attached to Exhibit B. In no event shall the amount payable under this Agreement exceed \_\_\_\_\_ (\$1,000,000) (the "Cap"). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, Contractor may suspend performance of Contractor Services under this Agreement until the parties agree to amend this Agreement to increase the amount of the Cap.

7. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes. Notwithstanding, the County may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the County shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

8. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

9. Insurance. Contractor shall maintain as a condition precedent to this Agreement an approved and satisfactory general comprehensive liability insurance policy in the minimum amount of \$ 1,000,000 per occurrence and \$2,000,000 in aggregate and naming the County, its employees and elected officials as additional insureds. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the County, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the County. Contractor shall furnish the County as a condition precedent to this Agreement evidence of approved and satisfactory workers' compensation insurance providing workers' compensation insurance to Contractor's employees, unless Contractor is not required by law to have such insurance coverage.

10. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the County, which shall not be unreasonably withheld.

11. Drug Free Workplace Requirements. Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federally-funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

12. Contractor Compliance. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

13. Conflict of Interest. The Contractor must disclose in writing any potential conflict of interest to the County or pass through entity in accordance with federal policy.

14. Mandatory Disclosure. The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

15. Energy Conservation. The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

16. Federal Water Pollution Control Act.

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

17. Clean Air Act.

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor agrees to report any violation to the County immediately upon discovery. The Contractor understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor must include this requirement in all subcontracts that exceed \$150,000.



The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

18. Access to Records and Reports.

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and record (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost.

The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

All Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing governmental access to records, accounts, documents, information, facilities, and staff.

19. No Obligation by Federal Government.

The County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

20. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-contractors who will be subject to the provisions.

21. Changes.

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

22. Remedies

A. *Liquidated Damages.* The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

B. *Right to Cover.* If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have: Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and Deduct any and all

reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

C. *Right to Withhold Payment.* If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

D. *Specific Performance and Injunctive Relief.* The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

E. *Setoff.* Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

F. *Other Remedies.* Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

### 23. Debarment and Suspension.

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and

12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

24. Equal Employment Opportunity.

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

25. Davis-Bacon Requirements.

If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis-Bacon Act as amended (40 U.S.C. § 3141-348).

A. Minimum Wages.

All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under this section and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be

classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefit under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

## B. Withholding

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## C. Payrolls and Basic Records

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all sub-contractors. Contractors and sub-contractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner,

as the case may be, for transmission to the Sponsor, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a sub-contractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;
2. Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
3. Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.

The falsification of any of the above certifications may subject the Contractor or sub-contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The Contractor or subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

D. Apprentices and Trainees.

1. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with



a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub-Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage

rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. *Equal Employment Opportunity*. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

E. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the County may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5. awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

26. Copeland "Anti-Kickback" Act.

A. Contractor. The Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

B. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR § 5.12.

27. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

A. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the overtime requirement set forth in this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the overtime requirement set forth in this section in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the overtime requirement set forth in this section.

C. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in liability provisions of this section.

D. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractors or lower tier subcontractor with the clauses set forth in this section.

## 28. Procurement of Recovered Materials.

Contractor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

A. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

B. The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor can demonstrate the item is:

A. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

B. Fails to meet reasonable contract performance requirements; or

C. Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

29. Safeguarding Personal Identifiable Information.

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

30. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

31. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Language of the certification is as follows:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)  
The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

32. Miscellaneous.

A. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to principles of conflict of laws. Venue of any dispute concerning this Agreement shall be exclusively in Jones County, North Carolina. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

B. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Contractor:

Debris Tech, LLC Attn Brooks Wallace  
925 Goodyear Blvd.  
Picayune, MS 39466

If to the County:

Franky J Howard  
418 Hwy 58 N Unit A  
Trenton, NC 28585

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

C. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

D. The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

E. Contractor's or the County's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the County may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

F. If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall effect the validity or enforceability of, the remaining provisions of this Agreement.

G. This Agreement shall not be construed or interpreted in favor of or against Contractor or the County on the basis of draftsmanship or preparation of the Agreement.

H. From and after the date this Agreement is signed by both County and Contractor, this Agreement shall supersede all prior and contemporaneous agreements and understandings between Contractor and the County, whether written or oral, with respect to the subject matter hereof.

I. All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

J. This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

K. The following access to records requirements apply to this Agreement:

- (i) Contractor agrees to provide the State of North Carolina, County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (ii) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (iii) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

L. This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

M. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

N. Contractor certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 143C-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (N.C.G.S. § 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction.

O. The Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81. It is the responsibility of each Contractor to monitor compliance with this restriction.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

Debris Tech LLC

By: \_\_\_\_\_

Name: Brooks Wallace

Title: Manager

-COUNTY-

Jones County, NC

By: [Signature]

Name: Franky J. Howard

Title: County Manager

ATTEST:

[Signature]  
Clerk to the Board of Commissioners

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]  
Finance Officer

Date: 11/15/19

## **EXHIBIT A**

### **GENERAL SCOPE OF SERVICES**

#### **XVII. Scope of Work Overview**

The County is seeking the services of qualified Contractors or individuals with extensive knowledge and background in providing disaster debris management and monitoring services to include all management , supervision, labor, transportation, and equipment necessary to initiate load tickets at debris loading sites, estimate the volume of debris being delivered to the DMS(s) and disposal site(s), and support the operations of the field supervisor(s), debris loading and observation tower monitors and clerical staff. Management and monitoring services may include eligible debris generated from the public rights-of-way, private property, drainage structures, public use areas, parks, County and other eligible local government public facilities. These Disaster Debris Monitoring Services include but are not limited to:

- Coordinating daily briefings, work progress, staffing, and other key items with the County Debris Manager or his authorized representative, County, and Debris Removal Contractor.
- Scheduling work with all team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff.
- Monitoring debris removal contractor operations and making/implementing recommendations to improve debris removal and monitoring efficiency to expedite recovery work.
- Assisting the County with responding to public concerns and comments.
- Certifying contractor hauling units for debris removal and final disposal using methodology and documentation practices as provided in Federal Emergency Management Agency (FEMA)/October 2010, Public Assistance Debris Monitoring Guide (or latest version of the guide).
- Entering load tickets into a monitoring Contractor provided database application.
- Digitization of source documentation (such as load tickets).
- Developing daily operational reports to keep the County informed of work progress. Refer to Section D for reports and documentation requirements.
- Development of maps, GIS applications, etc. as necessary.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- Assimilation of County's copies (original and loading site monitor) of load tickets, Daily Debris Loading Site Monitor Log and Daily report, DMS Monitoring Log, debris removal Contractor Truck Certification, Daily Debris Collection Summary Spreadsheet and any other documents in support of Debris Removal and Debris Monitoring Project Worksheets.
- The Debris Monitoring Contractor may also be requested to provide the following services if tasked by the County:



- Procurement assistance for debris removal contractors and other services as requested.
- Selection and permitting of Debris Management Sites (DMS(s) locations and any other permitting/regulatory issues as necessary,
- Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Committees.
- Technical support and assistance in developing public information.
- Other training and assistance as requested by the County.
- Other reports and data as may be required by the County.
- Other debris management/consulting services identified/required and tasked by the County.

If requested, the debris monitoring Contractor may be tasked to assist with post-disaster damage assessment services for support of the Preliminary Disaster Assessment (PDA).

### **XVIII. Scope of Services for Debris Monitoring**

Provide debris monitors and debris monitoring services to assist Jones County with monitoring Contractors' debris removal, management and reduction activities, and disposal operations. The services are debris removal contract compliance, documentation of contractors' field and Debris Management Site(s) (DMS) activities, coordination and inspection. All debris monitoring activities are to be in compliance with FEMA 321, FEMA 322, FEMA 325, FEMA327, FEMA Recovery Policy 9500 series, event issued Disaster Specific Guidance, FHWA Emergency Relief Program grant requirements, NRCS Emergency Watershed grant requirements, and local, state and federal guidelines. Jones County will issue individual Work Orders for the desired scope of services. The County may select, in conjunction with the Contractor, what services and personnel are required to efficiently and effectively complete the Work Order.

**EXHIBIT B**  
**FEE SCHEDULE**

<b>Description</b>	<b>Unit of Measure</b>	<b>Price</b>
<b>Project Manager</b>	<b>Hourly Rate</b>	<b>\$75.00</b>
<b>Operations Manager</b>	<b>Hourly Rate</b>	<b>\$65.00</b>
<b>Field Supervisor</b>	<b>Hourly Rate</b>	<b>\$48.00</b>
<b>Data Manager</b>	<b>Hourly Rate</b>	<b>\$36.00</b>
<b>Debris Site/Tower Monitor</b>	<b>Hourly Rate</b>	<b>\$36.00</b>
<b>Crew Monitor</b>	<b>Hourly Rate</b>	<b>\$36.00</b>

## ATTACHMENT B

### NON-COLLUSION AFFIDAVIT

Disaster Debris Monitoring  
Proposal Request

State of North Carolina  
County of Jones

Brooks Wallace, being first duly sworn, deposes and says that:

1. He/She is the President of DebrisTech, LLC, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Jones or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]

(Seal)

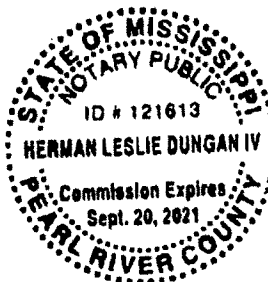
President  
Title

SUBSCRIBED AND SWORN TO BEFORE ME,

This 21 day of June, 2019

Notary Public [Signature]

My Commission Expires: September 20, 2021



## ATTACHMENT C

### PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I hereby propose to perform the following prices as specified in this Disaster Debris Removal and Disposal Services Request for Proposal at the rates described in proposal submitted in response to this RFP.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the County of Jones or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the Board of County Commissioners reserves the right to reject any or all proposals.

DebrisTech, LLC  
NAME OF FIRM

  
AUTHORIZED SIGNATURE

Brooks Wallace, President  
NAME & TITLE, TYPED OR PRINTED

925 Goodyear Blvd  
MAILING ADDRESS

Picayune, MS 39466  
CITY, STATE, ZIP CODE

Federal Tax ID: 27-3362906


Phone: 601-658-9598

Fax: 601-658-9656

Email: brooks@debristech.com

Subscribed and sworn to before me this 21

day of June, 2019

Notary Public 

My Commission expires: September 20, 2021



## ATTACHMENT C

### CERTIFICATION REGARDING LOBBYING

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

This certification requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for an award of \$100,000 or more shall file the required certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobby Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

The offeror, by signing its offer, hereby certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, DebrisTech, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official


Brooks Wallace, President  
Printed Name and Title of Contractor's Authorized Official

Date: June 21, 2019


## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The Use of any Contractor that has been declared debarred by the office of Federal Contract Compliance Programs (OFCCP) is prohibited. Further the use of subcontractor(s) that has been declared debarred by OFCCP is prohibited. A complete list of federally disbarred contractors can be found at [www.sam.gov](http://www.sam.gov). It is the sole responsibility of the Contractor to ensure that subcontractor(s) are in good standing with the OFCCP and not on the disbarment list. The undersigned applicant certifies to the best of his or her knowledge and belief, that he applicant and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency; (b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package. The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions.

Signature   
Title: President  
Date: June 21, 2019

NOTARIZE SUBSCRIBED AND SWORN TO BEFORE ME, This 21 day of June, 2019

NOTARY PUBLIC  My Commission Expires: September 20, 2021



20. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-contractors who will be subject to the provisions.

21. Changes.

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

22. Remedies

A. *Liquidated Damages.* The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

B. *Right to Cover.* If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have: Employ such means as it may reasonably deem advisable and

EXHIBIT B

INTRO BY: Franky Howard, County Manager

DATE: \_\_\_\_\_ ITEM: \_\_\_\_\_

**RESOLUTION:** Authorizing the award for consulting services for the Hazard Mitigation Grant Program (HMGP) – Florence, to Holland Consulting Planners.

**SUBJECT AREA:** Disaster Recovery, Hazard Mitigation Grant Program

**ACTION REQUESTED:** To authorize the County Manager to contract Holland Consulting Planners, consulting services to administer the Hazard Mitigation Grant Program (HMGP) – Florence.

**HISTORY/BACKGROUND:** In September 2018 Hurricane Florence devastated Jones County with damage to residences, businesses, and infrastructure. Jones County has applied to the Hazard Mitigation Grant Program through North Carolina Emergency Management and FEMA. Through this program, applications have been turned in for 102 properties. The Expedited (first round) has since been approved for the 31 properties for which this contractor will initiate acquiring. Round 2 is broken down into 4 categories. Round 2 Priority 1 is defined as in the AE flood zone and owner occupied in which we have 5 properties listed. Round 2 Priority 2 is listed as owner occupied, not in AE flood zone in which we have 29 properties listed. Round 2 priority 3 are rental/secondary homes in which we have 23 properties listed. The Elevation list has 14 properties listed.

**EVALUATION:** Jones County requested RFP/Q's for consulting services for the HMGP project. Three proposals were received and reviewed which included Rostan Solutions, LLC., Holland Consulting Planners, RSM Harris Associates, Inc. Emergency Services Staff recommend the award to Holland Consulting Planners.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

FJH Initials

**RESOLUTION:** NOW THEREFORE, BE IT RESOLVED by the Jones County Board of Commissioner's that the County Manager is authorized to enter into a contract with Holland Consulting Planners for the Hazard Mitigation Grant Program (HMGP) for Hurricane Florence.

**AMENDMENTS:**

MOVED Sandra Ippack-Riggs

SECONDED April Aycock

APPROVED ✓ DENIED \_\_\_\_\_ UNANIMOUS \_\_\_\_\_



YEA VOTES: AYCOCK ✓ DUNN ✓ EMORY ✓ GRAY ✓  
HADDOCK ✓ HARPER ✓ RIGGS ✓

W. M. D. Hall  
Chairman

11-4-2019  
Date

Monica Hall  
ATTEST

11-4-19  
Date

EXHIBIT C

INTRO BY: Franky Howard, County Manager

DATE: \_\_\_\_\_ ITEM: \_\_\_\_\_

**RESOLUTION:** Authorizing the expenditure of \$100,000.00 that has been awarded from the Office of State Budget within the Disaster Recovery Act (DRA) to be used for the purchase of temporary housing(campers) to be utilized for the temporary housing of residents whose homes are being reconstructed or rebuilt as a result from damages occurred by disasters.

**SUBJECT AREA:** Disaster Recovery Act

**ACTION REQUESTED:** To authorize the expenditure of \$100,000.00 to be spent on temporary housing(campers).

**HISTORY/BACKGROUND:** Jones County has received the grant award in the amount of \$1,100,000.00 through the Disaster Recovery act (DRA) to be used for Rebuild/reconstruction of homes that have been affected by Hurricane Florence. \$100,000.00 of which is to be utilized in purchasing temporary housing(campers) to residents when their homes are being rebuilt/reconstructed, or when staff deems that housing is needed.

**EVALUATION:** Emergency Services staff has been able to obtain 10 travel trailers at \$5,000.00 per unit for a total of \$50,000.00 through North Carolina Emergency Management and FEMA. This is a savings of \$50,000.00 that can go back into the DRA program for use on residences. Emergency Services Staff respectively approves.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

FJH Initials

**RESOLUTION:** NOW THEREFORE, BE IT RESOLVED by the Jones County Board of Commissioner's that the County Manager is authorized to purchase 10 travel Trailers(campers) for the use of temporary housing.

**AMENDMENTS:**

MOVED James Harper

SECONDED April Aycock

APPROVED ✓ DENIED \_\_\_\_\_ UNANIMOUS \_\_\_\_\_

YEA VOTES: AYCOCK ✓ DUNN ✓ EMORY ✓ GRAY ✓

HADDOCK ✓ HARPER ✓ RIGGS ✓

W. M. D. Haddock  
Chairman

11-4-19  
Date

James Haddock  
ATTEST

11-4-19  
Date

**STATE OF NORTH CAROLINA**  
**NORTH CAROLINA OFFICE OF STATE BUDGET & MANAGEMENT**  
**AND**  
**JONES COUNTY**  
**DISASTER RECOVERY GRANT AGREEMENT**

**OSBM Budget Code, Fund No. and Cost No.:** 23014-2317-7104  
**Agreement No.:** 224-D  
**Grant Funding Level:** \$500,000

**Agreement Period of Performance: October 28, 2019 - June 30, 2021**

This Agreement made on this the 28<sup>th</sup> day of October 2019, by and between JONES COUNTY (“RECIPIENT”) and the NORTH CAROLINA OFFICE OF STATE BUDGET & MANAGEMENT (“AGENCY”), for the \$500,000 grant to the RECIPIENT for various disaster recovery projects as authorized by the State’s 2019 Disaster Recovery Act (“DRA19” or “SL 2019-224”). The intent of this Agreement is to provide the RECIPIENT with the stated funds with grant management, technical, and construction assistance from the Disaster Recovery Section of OSBM to expedite and complete the RECIPIENT’s disaster recovery projects under this grant.

WITNESSETH:

WHEREAS, on October 8-9, 2016, Hurricane Matthew made landfall in central and eastern North Carolina with record breaking rainfall that devastated the people, infrastructure, businesses, schools and homes in entire communities resulting in expedited major disaster declaration from the President of the United States (FEMA-4285-DR-NC);

WHEREAS, on or about September 14, 2018, Hurricane Florence made landfall in North Carolina with substantial rainfall, flooding, and storm surge that devastated the people, infrastructure, businesses, schools and homes in many regions of the State resulting in major federal disaster declaration for North Carolina (FEMA-4393-DR-NC);

WHEREAS, the RECIPIENT was one of the Counties included in federal disaster declarations for Hurricanes Matthew and Florence;

WHEREAS, the North Carolina General Assembly passed the 2019 Hurricane Florence Disaster Recovery Act requiring the executive branch to implement and administer disaster assistance programs for counties and municipalities impacted by Hurricane Florence and other recent disaster events, including RECIPIENT (“SL 2019-224” or “HF-DRA19”);

WHEREAS, Section 2.1.(2) of HF-DRA19 directed the AGENCY to issue a directed grant to the RECIPIENT for purposes authorized in the Session Law; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the RECIPIENT and the AGENCY agree as follows:

**SCOPE OF WORK:** Pursuant to HF-DRA19, the RECIPIENT may use Agreement grant funds to repair damage to the county courthouse caused by Hurricane Florence as described in **Attachment A**.

**I. LEGISLATIVE REQUIREMENTS:** Pursuant to Section 3.1.(b)(1) of Session Law 2019-224 and N.C. Gen. Stat. § 143C-6-23 (b) through (k), the RECIPIENT must comply with the following requirements:

- A. Conflict of Interest Policy: Within 30 days of execution of this Agreement and before the AGENCY can disburse any grant funds to the RECIPIENT, the RECIPIENT shall submit to the AGENCY a copy of the RECIPIENT's conflict of interest policy that is consistent with requirements of N.C. Gen. Stat. § 143C-6-23(b) (hereinafter the "COI Policy"). The RECIPIENT must also complete the COI Policy certification form (attached hereto as **Attachment B** wherein the RECIPIENT represents that all its employees and officials responsible for managing and disbursing the grant funds will comply with the RECIPIENT's COI Policy.

The AGENCY will note its approval of the RECIPIENT's COI Policy on Attachment B and/or may conditionally approve the RECIPIENT's COI Policy and request modification to the COI Policy if some parts are not consistent with N.C. Gen. Stat. § 143C-6-23(b).

- B. No Overdue Tax Debts: Pursuant to N.C. Gen. Stat. § 143C-6-23(c), the RECIPIENT shall submit to the AGENCY a notarized written statement from the RECIPIENT's principal elected official or executive management employee that the RECIPIENT does not have any overdue tax debts, as defined by N.C. Gen. Stat. § 105-243.1, at the federal, State, or local level (**Attachment E**). The written statement must be received by the AGENCY before the AGENCY disburses the initial \$50,000 disbursement of the directed grant funds. A person who makes a false statement in violation of this subsection is guilty of a criminal offense punishable as provided by G.S. 143C-10-1.

- C. OSBM Rules on Uniform Administration of State Grants: Pursuant to N.C. Gen. Stat. § 143C-6-23(c), the RECIPIENT shall comply with the following requirements:

1. Monthly or periodic reporting requirements stated below, requested by the AGENCY, required by the rules stated in Title 9 of the North Carolina Administrative Code Subchapter 3M, and/or as may be reasonably requested by the AGENCY to comply with its reporting requirements to the North Carolina General Assembly Fiscal Research Division.
2. Pursuant to N.C. Gen. Stat. §§ 143C-6-23(d)(2)-(6), the RECIPIENT shall incorporate into all agreements with all entities receiving any funds from the RECIPIENT under this Agreement/Grant (hereinafter "Subgrantees") contractual provisions that obligate the Subgrantees to provide the RECIPIENT and AGENCY all required reports and

permit the AGENCY to inspect or audit the Subgrantees records to assist and/or support that all funds received by the Subgrantees from the RECIPIENT were properly spent in accordance with purposes of DRA19. The RECIPIENT's agreement(s) with all Subgrantees shall include the RECIPIENT's and AGENCY's rights to recover any funds that were not spent by the Subgrantees in accordance with this Grant Agreement or DRA19.

3. Pursuant to N.C. Gen. Stat. §§ 143C-6-23(d)(3)-(6), the RECIPIENT (and all subgrantees) shall only expend the directed grant funds on the disaster recovery projects that the RECIPIENT has identified in this Agreement and the RECIPIENT, upon request of the AGENCY, shall provide access to and/or permit inspection of documentation supporting the RECIPIENT's proper expenditure of directed grant funds under this Agreement.
4. Pursuant to N.C. Gen. Stat. §§ 143C-6-23(d)(7), the RECIPIENT and all subgrantees shall maintain reports, records, and other information to properly account for the expenditure of all grant funds and to make such reports, records, and other information available to the AGENCY for oversight, monitoring, and evaluation purposes.
5. Pursuant to N.C. Gen. Stat. §§ 143C-6-23(d)(9), the RECIPIENT shall be responsible for managing and monitoring each project, program, or activity supported by grant funds, and the RECIPIENT shall be responsible for managing and monitoring each subgrantee project, program, or activity supported by grant funds.
6. Pursuant to N.C. Gen. Stat. §§ 143C-6-23(k), the RECIPIENT or subgrantee shall notify in writing to the AGENCY and the General Assembly's Fiscal Research Division of any subgrantee's intent to dissolve or cease operations, and the notice must be submitted at least 30 days prior to taking that action.

## **II. USE OF FUNDS AND LIMITATIONS:**

The directed grant funds shall be used for the purposes set forth in HF-DRA19 for the various disaster recovery projects identified by the RECIPIENT and in accordance with the estimated budgets for these projects. The AGENCY will provide the RECIPIENT the funding level stated on page one of this Agreement and the entire amount is a grant to the RECIPIENT.

The grant funds shall be disbursed as follows:

- A. The initial disbursement of \$50,000 of the total grant funds for project planning or initial program development and start-up costs shall be disbursed to the RECIPIENT upon the RECIPIENT's completion of all required documentation and the submission of an invoice for aforementioned costs. This initial invoice shall include a description of the types of project planning, program development and start-up costs that would be addressed by this first initial payment.

Before subsequent payments are made, the RECIPIENT shall submit to the AGENCY a Status Report & Reimbursement Request Form (see **Attachment C**) to report on how the initial \$50,000 disbursement was expended and attach sufficient documentation (as described in Section II. B. below).

- B. After the initial up-front payment, all remaining funds shall be disbursed through a monthly reimbursement process that shall continue through the end of the grant term. The RECIPIENT shall email and send the AGENCY a completed Status Report & Reimbursement Request Form (see **Attachment C**) requesting reimbursement and attach sufficient supporting documentation of the expenses paid during the period. The AGENCY shall provide the RECIPIENT with reimbursement payments of actual expenditures paid during the reporting period for the requested reimbursement.

Supporting documentation may include, but is not limited to, receipts, paid invoices, cancelled checks, payroll register records, contracts and subgrant agreements that verify expenses were consistent with the agreement purpose and scope.

Exceptions to the foregoing payment process may be approved by the AGENCY on a case by case basis.

- C. The RECIPIENT does not have to submit reimbursement requests for months where no RECIPIENT grant related expenses were incurred.
- D. The RECIPIENT may also submit reimbursement requests to the AGENCY for a period of ninety (90) days after the agreement term has ended for past expenses incurred during the agreement term.
- E. The AGENCY reserves the right to withhold or delay disbursement of the payments noted above, if the Status Report & Reimbursement Request Form is not submitted, is incomplete, or does not include adequate attached documentation that can substantiate expenses paid. The AGENCY must provide the RECIPIENT with a written explanation of the business reasons to delay reimbursement payments that have been invoiced to the AGENCY that extend longer than 30 days after reimbursement requests are submitted to the AGENCY.
- F. The AGENCY reserves the right to provide partial reimbursement payments if RECIPIENT reports are incomplete or results and accomplishments are not complying with the terms and conditions described in this agreement.
- G. Status Report & Reimbursement Request Forms with accompanying supporting documentation shall be submitted to the AGENCY via mail or email at:

N.C. Office of State Budget and Management - Disaster Recovery Section  
430 N. Salisbury Street, Room 2028  
MSC 20320 – Raleigh, NC 27699-0320  
Raleigh, NC 27603

Or

EMAIL: OSBM-DR224GRANTS@osbm.nc.gov

If mailed, the RECIPIENT must include an original signed Status Report & Reimbursement Request Form. Status Report & Reimbursement Request Forms must be signed by or, if emailed, submitted by the RECIPIENT point of contact noted in section VIII below.

- H. Unless already on file with the AGENCY, the RECIPIENT shall complete a North Carolina Substitute W-9 Form (attached hereto as **Attachment D**) that includes the RECIPIENT's federal tax identification number.
- I. The following limitations on the use of funds apply:
  - 1. Limited Activities: Pursuant to Section 3.1.(b)(5) of S.L. 2019-224, funds provided under this directed grant agreement to the RECIPIENT or its subgrantees shall be used for nonsectarian, nonreligious purposes only.
  - 2. Use of Interest Earned or Investment Income/Dividends on Grant Funds: Except as otherwise required by federal law or the terms of a federal grant, interest, income and/or investment earned from the use or investment of grant funds after receipt of the funds by a RECIPIENT or any of its subgrantees shall be credited to the RECIPIENT and/or subgrantee and shall be used for the same purposes for which the grant or subgrant was made. Interest, income and dividends received on grant funds shall be disclosed in the RECIPIENT's financial reporting to the AGENCY.
- J. **FUNDS MANAGEMENT**: The RECIPIENT agrees that funds paid through this Agreement shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and grant management system. The RECIPIENT agrees to manage all disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this Agreement .

Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Agreement shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Agreement. Unallowable costs include entertainment costs, lobbying costs, alcoholic drinks and related costs prohibited by federal or state rules.

If eligible, the RECIPIENT and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C. Gen. Stat. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in the Status Update & Reimbursement Request Form.



- K. **AVAILABILITY OF FUNDS:** Pursuant to N.C. Gen. Stat. § 143C-6-8, the RECIPIENT understands and agrees that funding under this Agreement shall be subject to the availability of appropriated funds. However, in the event of termination of this Agreement due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of termination.

### III. GRANT COMPLIANCE AND FINANCIAL REPORTING

Pursuant to N.C. Gen. Stat. §§ 143C-6-23(d)(6), the RECIPIENT and its subgrantees shall provide to the AGENCY monthly status reports on the use of funds, financial and program performance of the grant award no later than the 25<sup>th</sup> day of the following month. The reports shall be provided in the format of the Status Report & Reimbursement Request Form (see **Attachment C**). The Status Report & Reimbursement Request Form shall report the financial and performance progress for each item identified in the Scope of Work and Project Budget (Attachment A) and shall be sent to the AGENCY in accordance with Section II. G. above.

At a minimum, the monthly reports shall include the following:

- A. Total expenses disbursed (aggregate totals) by the Projects identified in the Scope of Work and Project Budget that includes but is not limited to the following:
  - 1. Requests for reimbursement that document use of grant funds for the disaster recovery projects identified in the Scope of Work and Project Budget and evidence that the RECIPIENT has paid those funds to its vendors and subgrantees.
  - 2. Allowable construction contingency costs.
  - 3. Allowable Administrative Costs.
  - 4. Other allowable expenses (e.g., reflected above or as may be subsequently approved by the AGENCY).
- B. Period ending balance of the RECIPIENT funding disbursed pursuant to this Agreement (i.e., expended, obligated, and unobligated).
- C. A descriptive summary of how the funds were used and program activity information regarding the progress made on each project identified in the Scope of Work and Project Budget, including outcomes and specific deliverables or accomplishments to date of report.

- IV. **RETURN OF GRANT FUNDS:** Pursuant to N.C. Gen. Stat. §§ 143C-6-23(c)(10-12) and 09 N.C. Administrative Code 03M .0801 to 0802, the AGENCY reserves the right to recover grant funds or de-obligate any remaining grant funds after this Agreement's expiration date or before the expiration date of this Agreement, should the RECIPIENT be found in noncompliance with any material term of this Agreement; an audit finding discloses an improper use of grant funds; or it becomes apparent that the RECIPIENT will not be able to expend the funds prior to the expiration date of this Agreement. The AGENCY will provide the RECIPIENT with

reasonable notice of any deficiency, audit finding, or noncompliance issue and the AGENCY will make every effort to work with the RECIPIENT to resolve the issue informally before seeking to de-obligate grant funding. The RECIPIENT must include in its agreements with subgrantees the procedures and requirements in the afore-mentioned statutes and rules regarding suspension of funding and return of grants funds if the AGENCY determines that the subgrant did not spend the grant funds for the legislative purpose set forth in this Agreement between the AGENCY and RECIPIENT.

- V. OTHER REGULATORY COMPLIANCE:** The RECIPIENT acknowledges that not all state, federal, and/or local government laws, rules and ordinances applicable to the disaster recovery projects identified in the Scope of Work and Project Budget (Attachment A) have been referenced in this Agreement or its Attachments. Notwithstanding any omitted reference, the RECIPIENT agrees that it and all its subgrantees will comply with all state, federal, and local government laws, rules and/or ordinances applicable to the disaster recovery projects funded by the grant.
- VI. TAXES:** The RECIPIENT shall be responsible for all taxes.
- VII. WARRANTY:** The RECIPIENT will hold the AGENCY harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.
- VIII. POINTS OF CONTACT:** To provide consistent and effective communication between the AGENCY and the RECIPIENT, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this Agreement.

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Stephanie Alsay, Business Officer Office of State Budget and Management 430 N. Salisbury Street MSC 20320 – Raleigh, NC 27699-0320 Raleigh, NC 27603  Direct: 919-807-4672 Email: <a href="mailto:osbm-dr224grants@osbm.nc.gov">osbm-dr224grants@osbm.nc.gov</a>	Stephanie Alsay, Business Officer Office of State Budget and Management 430 N. Salisbury Street MSC 20320 – Raleigh, NC 27699-0320 Raleigh, NC 27603  Direct: 919-807-4672 Email: <a href="mailto:osbm-dr224grants@osbm.nc.gov">osbm-dr224grants@osbm.nc.gov</a>

For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
<p>Franky Howard, County Manager Jones County 418 Hwy 58 N, Unit A Trenton, NC 28585</p> <p>Phone: 252-448-7571 Email: fhoward@jonescountync.gov</p> <p>Copy to: Brenda Reece, Finance Officer Jones County 418 Hwy 58 N, Unit A Trenton, NC 28585</p> <p>Phone: 252-448-5111 Email: <a href="mailto:breece@jonescountync.gov">breece@jonescountync.gov</a></p>	<p>Franky Howard, County Manager Jones County 418 Hwy 58 N, Unit A Trenton, NC 28585</p> <p>Phone: 252-448-7571 Email: fhoward@jonescountync.gov</p> <p>Copy To: Brenda Reece, Finance Officer Jones County 418 Hwy 58 N, Unit A Trenton, NC 28585</p> <p>Phone: 252-448-5111 Email: <a href="mailto:breece@jonescountync.gov">breece@jonescountync.gov</a></p>

- IX. PUBLIC RECORD ACCESS:** This Agreement is be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
- X. AUDITING & ACCESS TO PERSONS AND RECORDS:** In accordance with N.C. Gen. Stat. §§ 143C-6-23(c)(8), (g), and N.C. Gen. Stat. § 147-64.7, the staff from the North Carolina Office of State Auditor, Office of State Budget and Management, or other applicable state agency internal auditors shall have access to RECIPIENT officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy any and all records, including audit work papers in the possession of any RECIPIENT's auditors, relating to the Agreement during the term of the Agreement and within two (2) years following the completion of project close-out, to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to payments, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for damages arising from the Agreement or subgrant agreements.

The RECIPIENT shall store and maintain the original files related to this Agreement and accounting records for the grant funds pursuant to the RECIPIENT's document retention policies or six years from the closeout of the last disaster recovery project identified in the Scope of Work and Project Budget, whichever is later.

Pursuant to N.C. Gen. Stat. § 143C-6-23(d) and 09 N.C.A.C. 03M .0205, the RECIPIENT shall also comply with the audit requirements set forth in **Attachment C** based on Grant Funding Level.

- XI. SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in state court in Wake County, North Carolina.
- XII. ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XIII. OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, the AGENCY, or the RECIPIENT. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- XIV. COMPLIANCE:** The RECIPIENT shall be wholly responsible for financing to be made under this Agreement and for the supervision of its employees and assistants. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this Agreement. The RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control act, including but not limited to all budgeting and pre-audit requirements.
- XV. MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Director of the AGENCY and the RECIPIENT's Chief Executive Manager, Finance Director, Chairman or Mayor. The AGENCY may, without formal modification of this Agreement, change the following terms of this Agreement: legislative changes in grant funding; changes in grant monitoring and compliance; changes in the number of projects that do not increase the Grant Funding Level and/or exceed the remaining available balance of the Grant Funding Level; and/or changes in auditing requirements. The AGENCY will give advance notice of all foregoing changes to the Agreement. All other changes to the Agreement must be in writing and agreed to by the AGENCY and RECIPIENT.
- XVI. GRANT CLOSEOUT PROCESS:** The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within ninety (90) days after expiration of the agreement term or final expenditure date, whichever is earlier. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of six (6) years<sup>1</sup> or until all audit exceptions have been resolved, whichever is longer.
- XVII. TERMINATION:** The terms of this Agreement, as modified with the consent of all parties, will remain in effect until June 30, 2021 (the "Expiration Date") or such other date that may

be set by the North Carolina General Assembly. All residual unexpended funds shall be transferred to the AGENCY, within 90 days after the agreement is terminated.

Subject to the requirements of S.L. 2019-224, the RECIPIENT and AGENCY may agree upon a termination of the Agreement prior to the Expiration Date on such terms as mutually agreed to with 60 days written notice to the other party, or as otherwise provided by law.

**XVIII. EXECUTION AND EFFECTIVE DATE:** This Agreement shall become effective upon the date the last party executes this Agreement. Reimbursement requests submitted by the RECIPIENT to AGENCY, may be eligible for payment if they are approved by the RECIPIENT on or after July 1, 2019 and are deemed allowable expenditures pursuant to Session Law 2019-224 and the terms of this agreement.

**XIX. ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire Agreement between the parties and supersede all prior oral and written statements or agreements.

[REMAINDER LEFT INTENTIONALLY BLANK]

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<sup>1</sup> N.C. Gen. Stat. § 1-50 sets a six-year statute of repose for any claim relating to a construction project, which commences to run following substantial completion of a project unless the exception for fraud or willful negligence applies. The RECIPIENT may request a short document retention period if none of the disaster recovery projects identified in the Scope of Work and Project Budget (Attachment A) are construction projects and State law/County ordinance/policy allows for a shorter time period.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree to the terms and provisions of this Agreement.

NC OFFICE OF STATE BUDGET  
& MANAGEMENT

JONES COUNTY

BY:

BY:

\_\_\_\_\_  
Nels C. Roseland  
Deputy State Budget Director

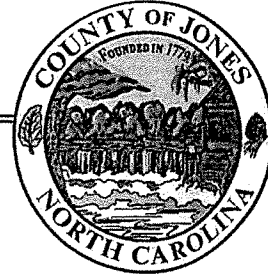
\_\_\_\_\_  
*W. Michael Haddock*  
W. Michael Haddock  
Jones County Commissioner

DATE \_\_\_\_\_

DATE 11/4/19

BOARD OF COMMISSIONERS

Michael Haddock, Chairman  
Frank Emory, Vice-Chairman  
Sondra Ipock Riggs, Commissioner  
James Harper, Commissioner  
April Aycock, Commissioner  
Charlie Dunn, Jr., Commissioner  
Charlie Gray, Commissioner



Attachment E: State Grant Certification – No Overdue Tax Debts

November 04, 2019



To: State DEPARTMENT Head and Chief Fiscal Officer

**Certification:**

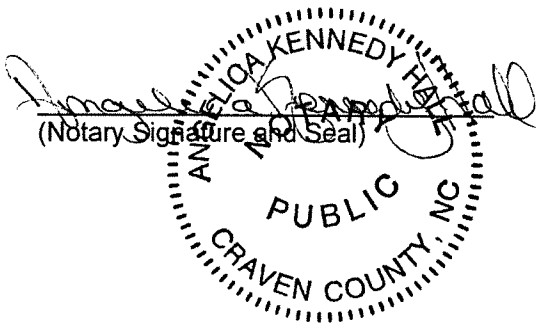
We certify that the County of Jones does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143-6.2(b2) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

**Sworn Statement:**

W. Michael Haddock and Franky Howard being duly sworn, say that we are the Board Chair and County Manager, respectively, of County of Jones in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

  
\_\_\_\_\_  
Board Chair  
  
\_\_\_\_\_  
County Manager

Sworn to and subscribed before me on the day of the date of said certification.



My Commission Expires: 1-23-2023

## Attachment A

### Scope of Work and Project Budget

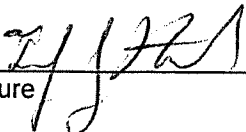
Before it will be possible to finalize this award and make any disbursement, you are required to provide to the Agency a description for how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. This will include a scope of work, information related to any potential sub-grants and an annual budget for the grant funds. Please attach additional sheets as necessary.

<b>Organization:</b>	
Organization Name:	Jones County
Tax Identification #:	56-6000316
Organization Fiscal Year End:	June 30, 2020

<b>PROJECT 1 {Copy and paste this table (sections 1 through 3) for each additional project}</b>			
<b>1. Project Name:</b>	County Courthouse Florence Repairs		
<b>2. Scope of Work:</b>			
Recipient shall detail below how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. The description should include services to be provided, objectives to be achieved, and expected results.			
<p>Various renovation projects at the Jones County Courthouse as follows:</p> <p>HVAC System replacement throughout the facility.</p> <p>Backup Generator upgrade</p> <p>Plaster repairs and painting.</p> <p>Courtroom renovations (bench repairs, acoustic panels, re-stain woodwork)</p> <p>Site work repairs, sidewalks, brickwork, drainage</p> <p>Waterproofing exterior brick</p>			
<b>3. Sub-grants:</b>			
a. Does the Recipient anticipate that it will subgrant or pass down any funds to another organization?			Yes
			X
			No
If yes, answer the following:			
b. Name of Sub-recipient	c. Program Name	d. Amount to Sub-recipient	
<b>4. Project Budget:</b>			
Below are general expenditure descriptions that can serve as a <b>guide</b> for preparing the organization's annual budget related to the grant award. Please add or delete expenditure captions for clarity if needed and provide a description for "Other Expenses" if used. The annual budget must be signed by an authorizing official.			
<b>EXPENDITURE DESCRIPTION</b>			<b>AMOUNT</b>
<b>Employee Salary and Benefits</b> (e.g. program related staffing)			\$
<b>Service and Contracts</b> (e.g. utilities, telephone, data, lease related expenses)			<b>\$500,000.00</b>
<b>Goods</b> (e.g. supplies and equipment)			
<b>Administrative Costs</b> (e.g. overhead & project management)			
<b>Construction Contingency Costs</b>			
<b>Other Expenses</b> (e.g. related charges not assigned above and described by the recipient)			
<b>Total Project Budget</b>			<b>\$500,000.00</b>




With regard to the information contained herein, I certify that the annual budget has been approved by the Recipient's Chief Executive Manager, Finance Director, Chairman or Mayor.

\_\_\_\_\_  
Signature Date 11/04/2019

Franky Howard County Manager  
\_\_\_\_\_  
Printed Name Title

REV 01/2019

<b>NC Office of the State Controller</b> (IRS Form W-9 will not be accepted in lieu of this form) *Denotes a Required Field	<b>STATE OF NORTH CAROLINA</b> <b>SUBSTITUTE W-9 FORM</b> <b>Request for Taxpayer Identification Number</b>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>*1. <input type="checkbox"/> Social Security Number (SSN), OR  <input checked="" type="checkbox"/> Employer Identification Number (EIN), OR  <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)</p> <p>*2. 5 6 6 0 0 0 3 1 2  <small>(PRESS THE TAB KEY TO ENTER EACH NUMBER)</small></p> </div> <div style="width: 50%;"> <p>Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.</p> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>*4. Legal Name (as shown on your income tax return):  <b>County of Jones</b></p> <p>5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:</p> </div> <div style="width: 50%;"> <p>3. Dunn &amp; Bradstreet Universal Numbering System (DUNS) (see instructions)</p> <p style="text-align: center;"><small>(PRESS THE TAB KEY TO ENTER EACH NUMBER)</small></p> </div> </div>		
<b>Contact Information</b>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>*6. Legal Address  <small>(DO NOT TYPE OR WRITE IN THIS FIELD)</small></p> <p>*Address Line 1:  <b>418 Hwy 58 N, Unit A</b></p> <p>Address Line 2:</p> <p>*City                      *State                      *Zip (9 digit)  <b>Trenton                      NC                      28585</b></p> <p>*County  <b>Jones</b></p> </div> <div style="width: 50%;"> <p>7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable)</p> <p>Address Line 1:  <b>same</b></p> <p>Address Line 2:</p> <p>City                      State                      Zip (9 digit)</p> <p>County</p> </div> </div>		
<p>*8. Contact Name: <b>Brenda Reece, Finance Officer</b></p> <p>*9. Phone Number: <b>252-448-5111</b></p> <p>10. Fax Number: <b>252-448-1072</b></p> <p>11. Email Address: <b>breece@jonescountync.gov</b></p>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;">*12. Entity Type</p> <p> <input type="checkbox"/> Individual/Sole Proprietor/Single-member LLC             <input type="checkbox"/> C-Corporation             <input type="checkbox"/> S-Corporation  <input type="checkbox"/> Partnership             <input type="checkbox"/> Trust/Estate   <input checked="" type="checkbox"/> Other <u>Local Government</u>  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____         </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> </div> <div style="width: 45%;"> <p style="text-align: center;">*13. Entity Classification</p> <p> <input type="checkbox"/> Medical Services  <input type="checkbox"/> Legal/Attorney Services  <input checked="" type="checkbox"/> NC Local Govt  <input type="checkbox"/> Federal Govt  <input type="checkbox"/> NC State Agency  <input type="checkbox"/> Other Govt  <input type="checkbox"/> Other (specify) _____         </p> </div> <div style="width: 10%;"> <p style="text-align: center;">14. Exemptions (see instructions)</p> <p>Exempt payee code (if any):  <b>N/A</b></p> <p>Exemption from FATCA reporting code (if any):</p> </div> </div>		
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</li> <li>I am a U.S. citizen or other U.S. person (defined later in general instructions), and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p>Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website (<a href="https://www.irs.gov/">https://www.irs.gov/</a>):</p>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>*Printed Name: <b>Brenda Reece</b></p> <p>*Authorized U.S. Signature: <i>Brenda Reece</i></p> </div> <div style="width: 50%;"> <p>*Printed Title: <b>Finance Officer</b></p> <p>*Date: <b>11/4/2019</b></p> </div> </div>		

Please complete the "Modification to Existing Vendor Records" section below if there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

Return to the NC State Agency from which you are requesting payment.

ATTACHMENT B

JONES COUNTY

Conflict of Interest Statement Certification

The County certifies herein that its conflicts of interest ("COI") policy satisfies the requirements of Section 143C-6-23(b) of the North Carolina General Statutes by addressing situations in which its management, employees, and members of the governing body may not directly or indirectly benefit from the County's disbursement of State direct grant funds, and the COI policy includes the actions to be taken by the County or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The County further represents that its COI policy includes: (1) a prohibition of public officers or public employees from deriving a direct benefit from any contract (or grant) in which he or she is involved on behalf of the County (i.e., procurement and/or management of the contract or grant) to avoid violations of N.C. Gen. Stat. § 14-234 (a criminal statute); (2) a prohibition of public officers or public employees from accepting gifts and favors to avoid influencing the award and administration of public contracts (and grants) to avoid violations of N.C. Gen. Stat § 133-32 (a criminal statute); and a prohibition of public officers or public employees from using confidential information (i.e., non-public information that a public officer/employee obtained through performing official government duties) for personal gain, to acquire a pecuniary benefit in anticipation of his or her own official action, or to help another person acquire a pecuniary benefit from such actions in violation of N.C. Gen. Stat. § 14-234.1 (a criminal statute). The County's COI Policy is attached to this statement.

The County represents that its COI policy shall apply to all employees and officials who will have responsibility for: managing the direct grant; procuring goods, services and construction using the direct grant funds; and/or managing projects funded by the direct grant (also include all members of the governing body that have direct or indirect oversight of the employees implementing the direct grant).

JONES COUNTY

AGENCY

By W. Michael Haddock 11/5/19 Approved By \_\_\_\_\_  
W. Michael Haddock Date Durwin P. Jones Date  
Chairperson OSBM-DR General Counsel

# RESOLUTION DESIGNATION OF APPLICANT'S AGENT

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) County of Jones		Disaster Number: FEMA-4465-DR-NC
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):		
Applicant's Fiscal Year (FY) Start Month: 07 Day: 01		
Applicant's Federal Employer's Identification Number 56 - 6000312		
Applicant's Federal Information Processing Standards (FIPS) Number - -		
<b>PRIMARY AGENT</b>		<b>SECONDARY AGENT</b>
Agent's Name Brenda Reece		Agent's Name Franky Howard
Organization County of Jones		Organization County of Jones
Official Position Finance Officer/Asst Co Mgr		Official Position County Manager
Mailing Address 418 Hwy 58 N, Unit A		Mailing Address 418 Hwy 58 N, Unit A
City ,State, Zip Trenton, NC 28585		City ,State, Zip Trenton, NC 28585
Daytime Telephone (252) 448-5111		Daytime Telephone (252) 229-1411
Facsimile Number (252) 448-1072		Facsimile Number (252) 448-1072
Pager or Cellular Number		Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this       day of       , 20       .

<b>GOVERNING BODY</b>		<b>CERTIFYING OFFICIAL</b>	
Name and Title Mike Haddock-Chairperson		Name Angelica Hall	
Name and Title Frank Emory-Vice-Chairperson		Official Position Clerk to the Board	
Name and Title 11/4/2019		Daytime Telephone (252) 448-7571	

## CERTIFICATION

I, Angelica Hall, (Name) duly appointed and Clerk to the Board (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Jones County (Organization) on the 4<sup>th</sup> day of November, 2019.

Date: 11/4/2019

Signature: 

**Language Access Plan**  
**Providing Meaningful Communication with Persons with Limited English Proficiency**  
**County of Jones**  
**November 4, 2019 – November 4, 2021**

*The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.*

**POLICY:**

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the County of Jones will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

**DEFINITIONS:**

**Limited English Proficient (LEP) individual** – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

**Vital Documents** – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

**Title VI Compliance Officer:** The person or persons responsible for administering compliance with the Title VI LEP policies.

**Substantial number of LEP:** 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

**PROCEDURES:**

**1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE**

The County of Jones will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

**2. OBTAINING A QUALIFIED INTEPRETER**

List the current name, office telephone number, office address and email address of the Title VI compliance officers: Franky Howard, County Manager, 418 Hwy 58 N, Unit A, Trenton, NC 28585  
Phone: 252-448-7571 Email: fhoward@jonescountync.gov

**Check all methods that will be used to obtain a qualified interpreter:**

- ☐ Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (*provide the list*):
- ☒ Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;

☐ Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

*(Identify the agency(s) name(s) with whom you have contracted or made arrangements)*

Have/has agreed to provide qualified interpreter services. The agency's (or agencies') telephone number(s) is/are *(insert number (s))*, and the hours of availability are *(insert hours)*.

☐ Other *(describe)*:

**All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.**

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person. Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

### **3. PROVIDING WRITTEN TRANSLATIONS**

- i. The County of Jones will set benchmarks for translation of vital documents into additional languages. *(please ensure to keep records of those documents that apply to your agency)*
- ii. When translation of vital documents is needed, the County of Jones will submit documents for translation into frequently-encountered languages.
- iii. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

### **4. PROVIDING NOTICE TO LEP PERSONS**

The County of Jones will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc.

**Lobby of Jones County Government Complex, 418 NC Highway 58 North, Unit A, Trenton, NC 28585**

Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers, radio and television stations, and/or community-based organizations

Local newspapers

### **5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION**

On an ongoing basis, The County of Jones will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, The County of Jones regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

**I. Compliance Procedures, Reporting and Monitoring**

- A. **Reporting:** The County of Jones will complete an annual compliance report and send this report to SP.
- B. **Monitoring:** The County of Jones will complete a self-monitoring report on a quarterly basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the SP upon request. The County of Jones will cooperate, when requested, with special review by the SP.

**II. Applicant/Recipient Complaints of Discriminatory Treatment**

- A. **Complaints:** The County of Jones will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be found at <http://www.nccommerce.com/cd/community-investment/forms-resources/compliance-plans-and-templates>. The County of Jones will maintain records of any complaints filed, the date of filing, actions taken and resolution. The County of Jones will notify the appropriate section within SP of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.
- B. **Resolution of Matter:** If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to SP. This notice will be provided in the primary language of the individual with Limited English Proficiency. The SP Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint. The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances. If the investigation indicates a failure to comply with the Act, the County of Jones, SP Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

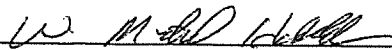
If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency. If not resolved by SP, then complaint will be forwarded to Department of Justice (DOJ) and the Department of Agriculture Rural Development Field Office.

This Plan is not grant specific and applies to all Rural Development Programs. This Plan shall become effective upon adoption and shall apply for a period of three years thereafter.

Adopted this 4th day of November, 2019 by the Jones County Board of Commissioners

Mike Haddock

Name of Chairperson of Board of Commissioners



Signature of Chairperson of Board of Commissioners

November 4, 2019

Date

## Budget Amendment

Date: 11/4/2019

Fund: Florence Recovery - Fund 55


Fiscal Year: 2019-2020 Amendment #10

**Increase Revenue**

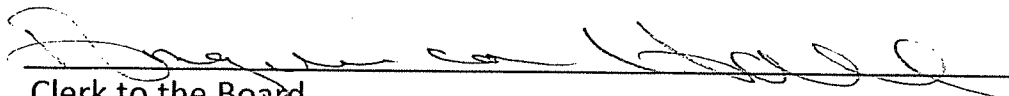
Restricted Other	DRA Florence 13624-H	55-0213-4590-06	1,100,000.00
Restricted Other	DRA-Courthouse 224-D	55-0213-4590-07	500,000.00
<b>Total</b>			<b>1,600,000.00</b>

**Increase Expenditures**

DRA - Florence 13624-H	Capital Over \$5000	55-4272-5500-05	100,000.00
DRA - Florence 13624-H	Administration	55-4272-5912-05	100,000.00
DRA - Florence 13624-H	Relocation	55-4272-5912-08	120,000.00
DRA - Florence 13624-H	Housing Repair	55-4272-5912-30	100,000.00
DRA - Florence 13624-H	Housing Elev-Acqu-Mitigation	55-4272-5912-31	600,000.00
DRA - Florence 13624-H	Flood Insurance	55-4272-5912-32	20,000.00
DRA - Florence 13624-H	Temporary Housing	55-4272-5912-33	60,000.00
DRA-Courthouse 224-D	Contract - Services	55-4273-5440-13	500,000.00
<b>Total</b>			<b>1,600,000.00</b>

  
 Chairman

  
 County Manager

  
 Clerk to the Board

  
 Finance Officer



## Budget Amendment

Date: 11/4/2019

Fund: General Fund

Fiscal Year: 2019-2020

Amendment #11

### Increase Revenue

Other Services	Revenue - OS Patient Fees	11-0300-4387-17	1,135.00
<b>TOTAL</b>			<b>1,135.00</b>

### Increase Expenditures

Other Services	Professional - Drug Testing	11-5112-5199-05	735.00
Other Services	Contract Services	11-5112-5440-13	400.00
<b>TOTAL</b>			<b>1,135.00</b>

Chairman

County Manager

Clerk to the Board

Finance Officer